

Oneida Appeals Commission

Onayote ʔ a-ka Tsiʔ Shakotiyaʔ Tolé hte

Phone: 920-497-5800

Fax: 920-497-5805

Post Office Box 19

Oneida, WI 54155



Trial Court

Klimmek, Christine
Petitioner

Docket # 04-TC-093

Vs.

Oneida HRD-Benefits,
Crawford & Co.
Respondent

Date: January 12, 2005

Trial Court

This case has come before the Oneida Appeals Commission. Judicial Officers Winnifred L. Thomas, Janice L. McLester and Leland Wigg-Ninham presiding.

I Background

Due to a fall on June 30, 2004, Christine Klimmek sustained injuries to her upper lip, requiring six stitches. Ms. Klimmek strained muscles in her back, neck, shoulders and right arm, Ms. Klimmek also sustained scrapes on forehead, palms and knees. As a result of this Ms. Klimmek has been experiencing headaches. The injury report stated Ms. Klimmek slipped while she was trying to stand on a rock to draw a design of a labyrinth when she fell about three to four feet landing onto crushed rocks.

Ms. Klimmek utilized the Oneida Health Center for the injuries she sustained. As a patient of the Oneida Health Center Ms. Klimmek believes all bills related to the injury should have been paid

by Worker's Compensation and/or her regular insurance.

The insurance coverage, or lack of, for the physical therapy that Ms. Klimmek received at the Cerebral Palsy Center is at the center of this case. Ms. Klimmek believes the responsibility for paying for her therapy at the Cerebral Palsy Center should fall to her employer, the Oneida Tribe of Indians of Wisconsin.

II Issue

Who is responsible to pay for the charges incurred by Ms. Klimmek for services received at the Cerebral Palsy Center?

III Analysis

Ms. Klimmek contends that because her doctor at the Oneida Health Center sent her to the Cerebral Palsy Center (which is out of network) for physical therapy that she should not have to pay for the charges incurred. However, Ms. Klimmek's doctor did not refer her to the Cerebral Palsy Center, Ms. Klimmek specifically asked her doctor to send her to the Cerebral Palsy Center for therapy. It is not the responsibility of the Oneida Health Center when a patient specifically requests to go to a provider who is out of network. It would be a different matter if it was the doctor's request for Ms. Klimmek, to receive physical therapy at the Cerebral Palsy Center, and not Ms. Klimmek's request. The responsibility lies with the patient to make sure the provider they are receiving care from is being covered by their insurance.

Ms. Klimmek stated in her testimony that the Cerebral Palsy Center was the only facility in the area which provided the services she needs and that the tribe did not have a provider in-network that provides the type of physical therapy that she needs. Although this may be true it does not mean that Ms. Klimmek's insurance company should be forced to pay for an out of network provider, without that patient getting special permission or working out an arrangement with her insurance company in advance. Not all insurance companies offer every service or any provider that a particular patient needs, that is just reality. A patient must abide by the Oneida Worker's

Compensation Law. The Law states is Exhibit # 5 **“You may choose any physician, chiropractor, podiatrist, or behavioral health provider in the network. If an employee fails to utilize network providers designated by the Oneida Tribe, reimbursement for expenses will be decreased by a minimum of 50%, except in the case of a medical emergency”**.

The Petitioner needs to understand she is benefitting from this situation. As was stated during the pretrial hearing, had Worker’s Compensation been billed for what Wausau Insurance was billed, Ms. Klimmek would owe more money than what she currently owes. The bills that were processed through Wausau Insurance Company were paid at a higher rate of 70% to 100% than what Worker’s Compensation would have paid on these claims.

IV Decision

The charges incurred at the Cerebral Palsy Center for services rendered to Ms. Klimmek are the responsibility of Ms. Klimmek.

This court finds in favor of the Respondent. This case is dismissed.